and to remind you that it is unpaid. If you knew how contemptible you appear in this matter you would pay this bill at once. If you do not pay this bill in a short time, I shall have to proceed in some other way to collect it. I know how worthless and contemptible you are, but this is news to you."

Now, there is a statute of Alabama making it a crime to send a threatening or abusive letter which tends to provoke a breach of the peace. The Alabama Supreme Court classes the letter above set out as being of this character, and holds that the fact that it was written by an attorney for the purpose of trying to make a collection is no defense.

There can be little doubt that threatening is one of the modes of disturbing the public peace, and is intended to be punished criminally. It is also actionable under the statute of insulting words.

Where Is a Mormon's Abode?—Mr. Heber J. Grant was a Mormon missionary and the husband of two wives; the first being Augusta and the second Emily. Determining to do missionary work in England, Mr. Grant took Emily and her six children along with him to the Old World, leaving Augusta behind. She thereafter built a house in Utah. Action was brought in one of the Utah courts against Mr. Grant, and process served by leaving it at the house occupied by his first wife. Judgment was rendered by default, and after Grant's return he brought suit in equity to have it set aside on the theory that no process had ever been legally served on him. On the part of the plaintiff in the former action, it was claimed that Augusta, being his first wife, was the only legal wife, and a presumption arose that her home was the usual place of abode of her husband, justifying service by leaving a copy with some suitable person not less than 14 years of age. The Utah Supreme Court, passing on this question in Grant *v.* Lawrence, 108 Pacific Reporter, 931, decided that the evidence showed that, irrespective of any question of legality of marriage, Grant's usual place of abode was not with his first wife, and process left at her home did not constitute a legal service upon him.

Insurance—Conditions of Policy—Change of Ownership.—A fire policy on a storehouse recited that it was made subject to the following stipulations and conditions, among others: That the entire policy should be void "if the interest of the insured be other than unconditional and sole ownership; or if the subject of insurance be a building on ground not owned by the insured in fee simple; or if any change, other than by death of the insured, take place in the interest, title, or possession of the subject of insurance (except change of occupants without increase of hazard), whether by legal process or judgment, or voluntary act of the insured, or otherwise." When the

policy was issued the insured was the sole owner, in fee, of both the building and the land upon which it was situated. Subsequently, and without the consent of the insurance company, he sold and conveyed, in fee, to another, an undivided one-half interest in the land upon which the building was situated; the deed reciting that the grantor reserved "full title to the storehouse now on said lot, with the right to remove the same without let or hindrance from" the grantee. Such was the status of affairs when, during the life of the policy, the building was destroyed by fire. Held, that such sale and conveyance constituted such a change in the interest of the insured in the building as voided the policy. Watts *v.* Phœnix Ins. Co., 68 S. E. 479.

The Employers' Liability Statute of Indiana of 1893 is not unconstitutional under the equal protection clause of the Fourteenth Amendment because it subjects railroad employees to a special rule as to the doctrine of fellow servant, Tullis *v.* Lake Erie & Western R. R. Co., 175 U. S. 348; Pittsburg Ry. Co. *v.* Martin, 212 U. S. 560; nor is it unconstitutional under that clause as to such employees of railroads, such as bridge carpenters, as are not subject to the hazards peculiarly resulting from the operation of a railroad. Advance Sheets, 218 U. S. 36.

This case banishes all doubt as to the constitutionality of § 162 of the Virginia Constitution, although it has been construed to abolish the fellow-servant doctrine only as to railroads. See Norfolk, etc., Traction Co. *v.* Ellington, 108 Va. 245.

Nuisance—Noise—Building Operations—Early Morning—Hotel—Interference with Sleep of Guests—Loss of Custom—Injunction.—Clark *v.* Lloyd's Bank. Motion. The plaintiff was lessee of certain premises in Bury Street, St. James's, upon which he carried on the business of hotel proprietor. The defendants were lessors of the said premises, and they also owned other premises, immediately at the back of the hotel, in St. James's Street. In March, 1910, the defendants commenced pulling down the premises in St. James's Street and erecting new premises. The work of demolition commenced at 6:30 a. m. or earlier, and the plaintiff stated that in consequence of the noise made thereby his guests were disturbed in their sleep, that many of them complained to him of the noise, that several left his hotel and others threatened to do so if the noise were not stopped. The plaintiff accordingly moved for an injunction to restrain the defendants from carrying on their works before 7 or 7:30 in the morning, or from carrying it on in such a manner as to cause a nuisance or injury to the plaintiff and his premises, and from committing breaches of the covenant for quiet enjoyment contained in the lease.

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R. Younger, K. C., and Bryan Farrer, for the defendants, referred